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INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
STATE OF ARIZONA  
AND  
SANTA CRUZ COUNTY

RECEIVED

SEP 29 1987

URBAN HIGHWAY SECTION

*For Your Info.*

PROJECT NO. RS-526(5)P

*Mark*

FUND CODE: 85357

THIS AGREEMENT, entered into this 21st day of September, 1987, pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE" and Santa Cruz Co, a body politic and corporate, hereinafter called "LOCAL AGENCY".

WHEREAS, STATE is empowered by Arizona Revised Statutes, Section 28-108 to enter into this Agreement, and

WHEREAS, LOCAL AGENCY is empowered by Arizona Revised Statutes, Section 11-951, 11-952 et, seq. to enter into this Agreement, and

WHEREAS, Congress has authorized appropriations for, but not limited to, the construction of streets; primary, feeder and farm to market roads; the replacement of bridges; the elimination of roadside obstacles; the application of pavement markings, and

WHEREAS, such project within the boundary of LOCAL AGENCY has been selected by LOCAL AGENCY and the field survey of the project has been completed and the plans, estimates and specifications prepared and, as required, submitted to the Federal Highway Administration for its approval, and

WHEREAS, LOCAL AGENCY, in order to obtain Federal funds for the construction of the project hereinafter mentioned, is willing to provide the STATE with LOCAL AGENCY funds to match Federal funds in the ratio required or as finally fixed and determined by the Federal Highway Administration, and

WHEREAS, the primary interest of the STATE in the project is in the acquisition of Federal funds for the use and benefit of LOCAL AGENCY by reason of Federal Law and Regulations under which funds for the project are authorized to be expended, and

NO. <u>12365</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>9-21-87</u>
<i>[Signature]</i> Secretary of State

WHEREAS, the work embraced in this Agreement and the estimated cost is as follows: GRADE, DRAIN AND ASPHALTIC CONCRETE PAVEMENT.

Estimated Cost:	\$567,703
Federal Funds @ 92.48%	525,012
Santa Cruz County Funds	54,045 *

\* This includes a 2% surcharge on the total per Chief Deputy State Engineer memo of 02/02/82.

# AGREEMENT:

## ARTICLE I

IN CONSIDERATION of the covenants of LOCAL AGENCY hereinafter contained and the faithful performance thereof, STATE agrees:

1. To submit a program containing the aforementioned project to the Federal Highway Administration with the recommendation that it be approved for construction and that if such project is approved for construction by the Federal Highway Administration and the funds are available for the construction of said project, STATE, with the aid and consent of the Federal Highway Administration will proceed to advertise for, receive and open bids, and subject to the concurrence of the Federal Highway Administration and LOCAL AGENCY, award the contract, enter into a contract with the firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation, will enter into a Project Agreement with the Federal Government covering the work embraced in the said contract or in the said Agreement and will request the maximum Federal funds available;

2. To furnish LOCAL AGENCY with copies of the proposed Project Agreement to be entered into by the STATE and the Federal Government and any Railroad Company Agreement necessary for the full completion of this project;

3. To provide personnel to supervise the construction, such personnel to be acceptable to LOCAL AGENCY.

## ARTICLE II

IN CONSIDERATION of the covenants of STATE hereinbefore contained and the faithful performance thereof, LOCAL AGENCY agrees:

1. To acquire, without cost to the STATE, the necessary right-of-way and material sites, and hereby certifies that all rights-of-way have been obtained and all necessary material sites have been acquired, subject to approval and funding of the project;

2. To remove from the proposed right-of-way, in a timely fashion so as to not slow construction progress, all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway;

3. Not to permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right-of-way, and in the event of any unauthorized encroachment or improper use, shall take all necessary steps to remove or prevent any such encroachment or use; failing in which STATE shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by LOCAL AGENCY;

4. Upon completion of construction, to provide for at its own cost and as an annual item in its budget, proper maintenance; such maintenance to include, but not be limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning, and guiding traffic;

5. To mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways;

6. By such regulation as it may by ordinance provide, to regulate parking and not permit vehicles to be left on the street in any manner other than at the curb and parallel thereto and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary;

7. To deposit with STATE, prior to the solicitation of bids, funds in the amount determined by STATE to be necessary to match Federal funds in the ratio required.

### ARTICLE III

IN CONSIDERATION of the premises, it is mutually agreed:

1. That any part of the sum of the amount deposited by LOCAL AGENCY, as stipulated in ARTICLE II, remaining after LOCAL AGENCY's pro rata share of the cost, as finally fixed and determined by the Federal Government, has been paid, shall be forthwith returned to LOCAL AGENCY by STATE;

2. That upon approval of the terms and conditions of the Project Agreement and any State-Railroad Company Agreement by any LOCAL AGENCY, the agreements shall be incorporated in and made a part of this Agreement by reference and shall have the same force and effect as though fully written herein; and further, that the LOCAL AGENCY is bound by all the terms of any State-Railroad Company Agreement and will reimburse the STATE for the amount contracted for by and between the Railroad Company and STATE acting as agent for LOCAL AGENCY;

3. That, should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for herein, STATE shall not be obligated to incur any expenditure in excess of the amount of LOCAL AGENCY's deposit unless and until so authorized in writing by LOCAL AGENCY;

4. That STATE assumes no financial obligation or liability hereunder; that LOCAL AGENCY assumes full responsibility for the design, plans, specifications, engineering and construction. The STATE assumes responsibility for the active negligence of STATE personnel assigned to the project during construction, while actually engaged in the performance of their duties. Except for the negligence of the STATE personnel as set out above, LOCAL AGENCY agrees to indemnify and save harmless the STATE, any of its departments, agencies, officers and employees from any and all liability, loss or damage the STATE may suffer as a result of claims, demands, costs or judgments arising out of the negligent performance or nonperformance of LOCAL AGENCY or its independent contractors in carrying out any provisions of this Agreement. Costs incurred by STATE, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees;

5. That the cost of the work covered by the Agreement is to be borne by the Federal Government and LOCAL AGENCY, each in the proportion prescribed or as fixed and determined by the Federal Government, through the Federal Highway Administration as stipulated herein; therefore LOCAL AGENCY agrees to furnish and provide STATE with LOCAL AGENCY funds in an amount equal to the difference between the total cost of the work herein provided for and the amount of Federal Aid received;

6. That arbitration will be used pursuant to A.R.S. 12-1518 if the entire relief in controversy is money in an amount less than One Hundred Thousand Dollars (\$100,000);

7. This Agreement, except the provisions herein for maintenance, which shall be perpetual, shall terminate upon completion of the work herein embraced in accordance with the terms of this Agreement or may be terminated at any time prior to the awarding of the construction contract by either party upon thirty (30) days written notice of that intent;

8. That this Agreement shall be filed with the office of the Secretary of State and shall become effective at the date of such filing;

9. That this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes 38-511, the provisions of which are incorporated herein by reference.

Attached hereto is an authenticated copy of the resolution of the STATE and also attached hereto is an authenticated copy of the resolution of the governing body authorizing LOCAL AGENCY to enter into this Agreement and a copy of the written determination of the legal counsel of LOCAL AGENCY that this Agreement is in proper form and within the powers and authority granted to LOCAL AGENCY under the laws of this STATE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

STATE OF ARIZONA \_\_\_\_\_

By: STATE ENGINEER

By: *[Signature]*  
Chief Deputy State Engineer

ATTEST:

\_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

On this the 16<sup>th</sup> day  
of September, 1987, before  
me, \_\_\_\_\_,  
the undersigned Notary Public,  
personally appeared *[Signature]*  
Chief Deputy State Engineer, Arizona  
Department of Transportation, known  
to me (or satisfactorily proven) to  
be the person whose name is  
subscribed to the within instrument  
and acknowledged that he executed  
the same for the purposes therein  
contained.

IN WITNESS WHEREOF I hereunto  
set my hand and official seal.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 19, 1988

SANTA CRUZ COUNTY \_\_\_\_\_

By: BOARD OF SUPERVISORS

Governing Body

By: *[Signature]*  
CAMILO AHUMADA

CHAIRMAN OF THE BOARD

Title:

ATTEST:

*[Signature]*

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF Santa Cruz )

On this the 23<sup>rd</sup> day  
of July, 1987, before  
me, *[Signature]*,  
the undersigned Notary Public,  
personally appeared Camilo Ahumada  
of the Chairman of the Board,  
known to me (or satisfactorily  
proven) to be the person described  
in the foregoing instrument, and  
acknowledged that he executed the  
same in the capacity therein stated  
and for purposes therein contained.

IN WITNESS WHEREOF I hereunto  
set my hand and official seal.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:

March 6, 1991